

# MEMORANDUM

MIAMI-DADE  
COUNTY

**Date:** October 2, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

Agenda Item No. 8(R)3J

**Subject:** Contract award recommendation for the design of upgrades for the Miami-Dade Water and Sewer Department's Water Distribution and Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains - Project No: E06-WASD-16; Contract No: E06-WASD-16

## Recommendation

This recommendation for award for Contract No. E06-WASD-16 between BCC Engineering, Inc. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval. The Consultant is to provide engineering design, limited construction management and project coordination services for system upgrades to the water distribution and sewage collection systems including sewer force mains and gravity piping throughout Miami-Dade County.

## Scope

**PROJECT NAME:** Design of Upgrades for the MDWASD's Water Distribution and Sewage Collection Systems including Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains

**PROJECT NO:** E06-WASD-16

**CONTRACT NO:** E06-WASD-16

**PROJECT DESCRIPTION:** The Consultant, BCC Engineering, Inc. is to provide engineering design, limited construction management and project coordination services for system upgrades to the water distribution and sewage collection systems including sewer force mains and gravity piping. These water system upgrades will improve the water pressure and fire protection capabilities, the sewer upgrades include improvements to replace undersized facilities and to provide new facilities for system betterments.

The scope of services consists of complete design services which includes but is not limited to performing preliminary route analysis, site investigations, surveying, geotechnical services, maintenance of traffic plans, hydraulic analysis, coordination with other utilities and municipalities and the public. Assistance during permitting and procurement phase will also be included as well as limited construction management services which are required to provide technical support during construction. Technical support during construction encompasses periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, and review contract schedules. The Consultant will also provide project coordination services to include establishing a plan to implement projects and track project schedules, budget and deadlines.

**PROJECT LOCATION:** Various locations throughout Miami-Dade County.

RECEIVED  
2007 AUG 10 PM 12:53  
CIMO-CAPITAL  
IMPROVEMENTS

**PRIMARY COMMISSION  
DISTRICT:**

Various Districts

**APPROVAL PATH:**

Board of County Commissioners

**OCI A&E PROJECT  
NUMBER:**

E06-WASD-16

**USING DEPARTMENT:**

Miami-Dade Water and Sewer Department

**MANAGING DEPARTMENT:**

Miami-Dade Water and Sewer Department

**Fiscal Impact / Funding Source**

**FUNDING SOURCE:**

**SOURCE**

Water Renewal and Replacement Fund, WASD Revenue Bonds Sold and Wastewater Renewal Fund

**PTP FUNDING:**

No

**GOB FUNDING:**

No

**CAPITAL BUDGET  
PROJECTS:**

**BUDGET PROJECT / DESCRIPTION**

9653281-SANITARY SEWER SYSTEM EXTENSION  
Book Page: 308 Funding Year: FY 2006-2007

**AWARD  
ESTIMATE**

\$412,500.00 ✓

9653311-WATER DISTRIBUTION SYSTEM EXTENSION  
ENHANCEMENTS  
Book Page: 319 Funding Year: FY 2006-2007

\$412,500.00

Project Totals: \$825,000.00

**PROJECT TECHNICAL  
CERTIFICATION  
REQUIREMENTS:**

**TYPE CODE DESCRIPTION**

Prime 6.01 WATER AND SANITARY SEWER SYSTEMS -  
WATER DISTRIBUTION AND SANITARY  
SEWAGE COLLECTION AND TRANSMISSION  
SYSTEMS

Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Other 9.02 SOILS, FOUNDATIONS AND MATERIALS  
TESTING - GEOTECHNICAL AND MATERIALS  
ENGINEERING SERVICES

Other 10.05 ENVIRONMENTAL ENGINEERING -  
CONTAMINATION ASSESSMENT AND  
MONITORING

Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING

Other 16.00 GENERAL CIVIL ENGINEERING

**PROPOSALS RECEIVED:** 14

**CONTRACT PERIOD:** 1825 Calendar Days; Five (5) years. Design services for various projects including permitting 3 years; construction bid 1 year and construction management 1 year.

**CONTINGENCY PERIOD:** 182

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$750,000.00

**BASE CONTRACT AMOUNT:** \$750,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$75,000.00	

**TOTAL DEDICATED ALLOWANCE:** \$0.00

**TOTAL AMOUNT:** \$825,000.00

### Track Record / Monitor

#### **EXPLANATION**

On February 7, 2007, MDWASD Projects E06-WASD-09 and E06-WASD-16 were advertised as a group with other MDWASD Projects grouped separately, making for a total of 10 projects. The advertisement stated that firms were to submit one (1) proposal per group and the prime consultant selected for a particular project would be ineligible for any of the remaining projects.

The Competitive Selection Committee met April 12, 2007 and ranked BCC Engineering, Inc. second of the 14 proposals submitted. CES Consultants, Inc. was ranked first of the aforementioned proposals and was awarded Project No. E06-WASD-09. BCC Engineering, Inc. which was the next highest ranked firm was selected for Project No. E06-WASD-16. The Competitive Selection Committee waived the 2nd Tier meeting.

The Negotiation Committee was approved May 30, 2007. On June 13, 2007 the Negotiation Committee held its first meeting with BCC Engineering, Inc. and concluded its negotiations with BCC Engineering, Inc., this is the recommendation to award the contract to BCC Engineering, Inc.

Based on the Office of Capital Improvement's CIIS database, the County has completed two (2) evaluations for BCC Engineering, Inc. with an average overall performance of 2.8 points out of 4 points.

**SUBMITTAL DATE:** 3/16/2007

**ESTIMATED NOTICE TO PROCEED:** 10/25/2007

**PRIME CONSULTANT:** BCC Engineering, Inc.

**COMPANY PRINCIPAL:** Manuel Benitez, P.E.  
**COMPANY QUALIFIERS:** Manuel Benitez, P.E.  
**COMPANY EMAIL ADDRESS:** mbenitz@bcceng.com  
**COMPANY STREET ADDRESS:** 7300 North Kendall Drive, Suite 660  
**COMPANY CITY-STATE-ZIP:** Miami, FL 33156  
**YEARS IN BUSINESS:** 13  
**PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:** In the last five years, six (6) contracts with a dollar value of \$3,969,992. BCC Engineering, Inc., has held nine (9) contracts since 1997 with various Miami-Dade County Departments for a total dollar value of \$6,508,685.  
**SUBCONSULTANTS:** Geosol, Inc; Westrop & Associates, Inc; MRG Media Relations Group, LLC.  
**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** No  
**REVIEW COMMITTEE:** **MEETING DATE:** 11/29/2006 **SIGNOFF DATE:** 12/13/2006  
**RESPONSIBLE WAGES:** No  
**REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:**

MEASURE	GOAL	COMMENT
CBE	100.00%	CBE Set-aside
CWF	0.00%	Not Applicable

**MANDATORY CLEARING HOUSE:** No  
**CONTRACT MANAGER NAME/PHONE/EMAIL:** Reynaldo J. Abreu 305-669-7775 RJABR01@miamidade.gov  
**PROJECT MANAGER NAME/PHONE/EMAIL:** Patty David 786-552-8040 pattyd@miamidade.gov

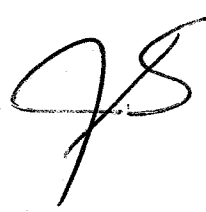
### **Background**

**BACKGROUND:** BCC Engineering, Inc. will provide engineering design, limited construction management services and project coordination services for system upgrades to the water distribution and the sewage collection systems including sewer force mains and gravity piping. These engineering services are needed for system upgrades for water and sewer improvements to replace undersized facilities, fire-flow protection and to provide new facilities for system betterments.

BUDGET APPROVAL  
FUNDS AVAILABLE:

PA  
JWA

  
OSBM DIRECTOR

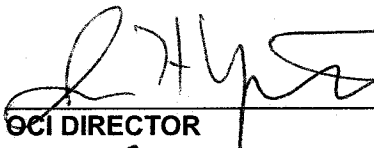
8/17/07  
DATE 

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
COUNTY ATTORNEY

8-7-07  
DATE

CAPITAL  
IMPROVEMENTS  
CONCURRENCE:

  
OCI DIRECTOR

8/21/07  
DATE

  
ASSISTANT COUNTY  
MANAGER

8.22.07  
DATE

CLERK DATE

\_\_\_\_\_  
DATE

5

**Contract to Award Recommendation**  
**Design of Upgrades for the Water Distribution and Sanitary Sewer Force**  
**Mains and Sanitary Sewer Gravity Mains**  
**BCC ENGINEERING, INC.**  
**Project No. E06-WASD-16**

**BUDGET PROJECT AND  
DESCRIPTION:**

9653281 – Sanitary Sewer System Extension

9653311 – Water Distribution System Extension  
Enhancements

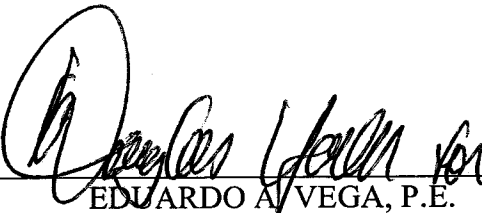
**FUNDING SOURCE:**

Water Renewal and Replacement Fund, WASD Revenue  
Bonds Sold and Wastewater Renewal & Replacement  
Fund

**INDEX CODES:**

EW221 and EW621

**ASSISTANT DIRECTOR,  
ENGINEERING:**

  
EDUARDO A. VEGA, P.E. 8/7/07  
DATE

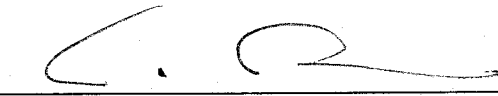
**DEPT. BUDGET OFFICER**

  
PEDRO VELAR 8/3/2009  
DATE

**ASSISTANT DIRECTOR,  
FINANCE**

  
DIANE CAMACHO 8/7/07  
DATE

**DEPUTY DIRECTOR,  
OPERATIONS**

  
JOSEPH A. RUIZ, JR. 8/7/07  
DATE

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services  
DEPARTMENT: Water and Sewer

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
(dollars in thousands)

**SANITARY SEWER SYSTEM EXTENSION**

**PROJECT # 9653281**

DESCRIPTION: Extend sewer system lines to include the existing sanitary sewer needs assessment

LOCATION: Systemwide  
Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT LOCATED: Systemwide  
DISTRICT(s) SERVED: Systemwide

**REVENUE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Renewal Fund	18,879	1,554	8,166	10,720	13,414	11,720	10,720	11,026	86,199
EPA Grant	0	500	1,000	1,500	0	0	0	0	3,000
Building Better Communities GOB Program	5,854	1,010	2,310	1,749	2,467	1,288	1,762	80,192	96,632

**TOTAL REVENUE:**

24,733	3,064	11,476	13,969	15,881	13,008	12,482	91,218	185,831
--------	-------	--------	--------	--------	--------	--------	--------	---------

**EXPENDITURE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,677	353	1,115	1,319	1,184	1,293	1,439	8,528	16,908
Construction	16,758	3,530	11,144	13,174	11,832	12,916	14,371	85,198	168,923

**TOTAL EXPENDITURES:**

18,435	3,883	12,259	14,493	13,016	14,209	15,810	93,726	185,831
--------	-------	--------	--------	--------	--------	--------	--------	---------

**SANITARY SEWER SYSTEM IMPROVEMENTS**

**PROJECT # 9650221**

DESCRIPTION: Construct sanitary sewer system improvements using funds from the special construction fund including special taxing districts

LOCATION: Systemwide  
Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT LOCATED: Systemwide  
DISTRICT(s) SERVED: Systemwide

**REVENUE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Special Construction Fund	5,707	0	0	0	0	0	0	0	5,707

**TOTAL REVENUE:**

5,707	0	0	0	0	0	0	0	0	5,707
-------	---	---	---	---	---	---	---	---	-------

**EXPENDITURE SCHEDULE:**

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	46	48	71	71	71	71	71	71	520
Construction	459	474	709	709	709	709	709	709	5,187

**TOTAL EXPENDITURES:**

505	522	780	780	780	780	780	780	780	5,707
-----	-----	-----	-----	-----	-----	-----	-----	-----	-------

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services  
 DEPARTMENT: Water and Sewer

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
 (dollars in thousands)

# WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS

PROJECT # 9653311

DESCRIPTION: Install various water mains throughout the distribution system

LOCATION: Systemwide  
 Systemwide

DISTRICT LOCATED: Systemwide  
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Renewal and Replacement Fund	45,004	5,905	3,947	6,937	6,937	6,437	6,937	6,885	88,989
PA Grant	0	500	380	0	0	0	0	0	880
Building Better Communities GOB Program	12,566	3,778	1,737	3,108	8,123	1,402	2,663	63,811	97,188
WASD Revenue Bonds Sold	16,100	0	0	0	0	0	0	0	16,100

TOTAL REVENUE:	73,670	10,183	6,064	10,045	15,060	7,839	9,600	70,696	203,157
----------------	--------	--------	-------	--------	--------	-------	-------	--------	---------

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	4,177	1,098	1,528	1,516	1,538	897	1,133	6,599	18,486
Construction	41,726	10,966	15,270	15,143	15,361	8,957	11,322	65,926	184,671

TOTAL EXPENDITURES:	45,903	12,064	16,798	16,659	16,899	9,854	12,455	72,525	203,157
---------------------	--------	--------	--------	--------	--------	-------	--------	--------	---------

## WATER ENGINEERING STUDIES

PROJECT # 9652001

DESCRIPTION: Conduct engineering studies to facilitate improvements to water treatment plants, wellfields, transmission, and distribution systems

LOCATION: Systemwide  
 Systemwide

DISTRICT LOCATED: Systemwide  
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Connection Charges	250	0	0	0	0	0	0	0	250
WASD Revenue Bonds Sold	8,577	0	0	0	0	0	0	0	8,577

TOTAL REVENUE:	8,827	0	0	0	0	0	0	0	8,827
----------------	-------	---	---	---	---	---	---	---	-------

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	3,006	3,153	2,668	0	0	0	0	0	8,827

TOTAL EXPENDITURES:	3,006	3,153	2,668	0	0	0	0	0	8,827
---------------------	-------	-------	-------	---	---	---	---	---	-------

## WATER EQUIPMENT AND VEHICLES

PROJECT # 9650141

DESCRIPTION: Acquire vehicles, equipment, and associated water system capital support materials

LOCATION: Systemwide  
 Systemwide

DISTRICT LOCATED: Systemwide  
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Renewal and Replacement Fund	19,115	7,744	4,523	8,786	8,786	8,786	8,786	8,146	74,672

TOTAL REVENUE:	19,115	7,744	4,523	8,786	8,786	8,786	8,786	8,146	74,672
----------------	--------	-------	-------	-------	-------	-------	-------	-------	--------

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Equipment Acquisition	12,233	10,601	8,279	8,417	8,786	8,786	8,785	8,785	74,672

TOTAL EXPENDITURES:	12,233	10,601	8,279	8,417	8,786	8,786	8,785	8,785	74,672
---------------------	--------	--------	-------	-------	-------	-------	-------	-------	--------




# Memorandum



**Date:** April 24, 2007

**To:** Roger Hernstadt, Director  
Office of Capital Improvements

**From:**  Marsha E. Jackman, Director  
Department of Business Development

**Subject:** CBE Compliance Review  
Project No. E06-WASD-16  
Design Upgrades for Water Distribution and Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains

The Department of Business Development (DBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 100% Set-Aside for CBE-A/E firms.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from CAS Engineering, Inc. (#6), C.H. Perez & Associates Consulting Engineers, Inc. (#7), Leiter, Perez & Associates, Inc. (#8), Robayna and Associates, Inc. (#12), CES Consultants, Inc. (#13), and BCC Engineering, Inc. (#14) for compliance review.

CAS Engineering, Inc. (#6) a certified CBE-A/E firm, submitted the required Schedule of Participation that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 85%. The Schedule of Participation also listed CBE sub-consultants ES Consultants, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring at 3%, HR Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services at 5%, and Hadonne Corp. to perform Surveying and Mapping-Land Surveying at 7%. The Letters of Intent submitted were in agreement with the Schedule of Participation. CAS Engineering, Inc. is in compliance with the CBE Participation Provisions.

C.H. Perez & Associates Consulting Engineers, Inc. (#7) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Surveying and Mapping-Land Surveying, and Engineering Construction Management at 45%. The Set-Aside List of Subconsultants also listed CBE sub-consultants Alvarez Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and General Civil Engineering at 25%, EBS Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 20%, Geosol, Inc. to perform Geotechnical & Materials Engineering Service and Environmental Engineering-Contamination Assessment & Monitoring at 5%, and K.M. Engineering Consultants, Inc. to perform General Civil Engineering and Engineering Construction Management also at 5%. The Letter of Intent submitted for Alvarez Engineers was in agreement with the Set-Aside List of Subconsultants. However, the other Letters of Intent submitted listed W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and Environmental Engineering-Contamination Assessment

Compliance Memorandum  
Roger Hernstadt  
April 24, 2007  
Project No. E06-WASD-16  
Page 2

& Monitoring for EBS Engineering, Geotechnical & Materials Engineering Services for Geosol, Inc., and Public Involvement and General Civil Engineering for K.M. Engineering Consultants, of which the Public Involvement cannot be applied towards the satisfaction of the CBE goal. In a clarification letter to the Department of Business Development, C.H. Perez & Associates confirmed the following: "The scope of work that will be performed by our sub-consultants will match the categories indicated on their respective Letters of Intent." C.H. Perez & Associates Consulting Engineers, Inc. is in compliance with the CBE Participation Provisions.

Leiter, Perez & Associates, Inc. (#8) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management at 90%. The Set-Aside List of Subconsultants also listed CBE sub-consultant Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 10%. The Letter of Intent submitted was in agreement with the Set-Aside List of Subconsultants. Leiter, Perez & Associates, Inc. is in compliance with the CBE Participation Provisions.

Robayna and Associates, Inc. (#12) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management at 53%. The Set-Aside List of Subconsultants also listed CBE sub-consultants Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 35% and Nadic Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services, General Civil Engineering, and Engineering Construction Management at 12%. The Letters of Intent submitted were in agreement with the Set-Aside List of Subconsultants. Robayna and Associates, Inc. is in compliance with the CBE Participation Provisions.

CES Consultants, Inc. (#13) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 60%. The Set-Aside List of Subconsultants also listed CBE sub-consultants ES Consultants, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring and General Civil Engineering at 30%, P (3)SM, LLC. to perform Surveying and Mapping-Land Surveying at 5%, and Nadic Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services also at 5%. The Letters of Intent submitted were in agreement with the Set-Aside List of Subconsultants. CES Consultants, Inc. is in compliance with the CBE Participation Provisions.

Compliance Memorandum  
Roger Hernstadt  
April 24, 2007  
Project No. E06-WASD-16  
Page 3

BCC Engineering, Inc. (#14) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 68%. The Set-Aside List of Subconsultants also listed CBE sub-consultants Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 4%, Westhorp & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 18%, and Avino & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 10%. The Letters of Intent submitted for Geosol, Inc. and Avino & Associates were in agreement with the Set-Aside List of Subconsultants. However, the Letter of Intent submitted for Westhorp & Associates listed W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 17.5%. In a clarification letter to the Department of Business Development, BCC Engineering confirmed the following: "By means of this letter, BCC Engineering certifies that it is committing 18% of the work effort and fees to Westhorp and Associates." BCC Engineering, Inc. is in compliance with the CBE Participation Provisions.

Please note that DBD staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Luisa Millan-Donovan, OCI  
Jeboria Stanley, DBD  
File



Dept. of Business Development  
Project Worksheet

Project/Contract Title: DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY  
SEWER FORCE MAINS AND SANITARY SEWER GRAVITY MAINS (SIC 871) RC Date: 11/29/2006  
Project/Contract No: E06-WASD-16 Item No: 1-02  
Department: WATER & SEWER DEPARTMENT Funding Source: WATER RENEWAL & WASD  
Estimated Cost of Project/Bid: \$750,000.00 REVENUE B Resubmittal Date(s):  
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING ENGINEERING  
DESIGN, LIMITED CONSTRUCTION MANAGEMENT AND PROJECT COORDINATION SERVICES. THE DESIGN SERVICES  
ARE ANTICIPATED TO INCLUDE, BUT NOT BE LIMITED TO, PERFORMING PRELIMINARY ROUTE ANALYSIS, SITE  
INVESTIGATIONS, SURVEYING, GEOTECHNICAL SERVICES, MAINTENANCE OF TRAFFIC PLANS, HYDRAULIC  
ANALYSIS, COORDINATION WITH OTHER UTILITIES, OTHER MUNICIPALITIES, AND THE PUBLIC, PREPARATION OF  
DESIGN REPORTS, DRAWINGS AND CONTRACT SPECIFICATIONS.

Contract Measures Recommendation

Measure	Program	Goal Percent
1st Tier Setaside	CBE	100.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

The proposed Professional Services Agreement will be for a five (5) year period; Funding Sources: Water Renewal & Replacement  
Funds and Future WASD Revenue Bonds.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$450,000.00	60.00%	47
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$37,500.00	5.00%	11
GENERAL CIVIL ENGINEERING	CBE	\$37,500.00	5.00%	55
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$187,500.00	25.00%	73
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$22,500.00	3.00%	7
ENVIRONMENTAL ENG-CONTAMINATION ASSESS & MONITOR	CBE	\$15,000.00	2.00%	14
Total		\$750,000.00		

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Ordinance 99-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside ☒

Set Aside Level 1 Level 2 Level 3

Trade Set Aside (MCC) Goal Bid Preference

No Measure Deferred Selection Factor

*[Signature]* 11/29/06  
Chairperson, Review Committee Date

*[Signature]* 12/13/06  
County Manager Date

**BUDGET PROJECT 9653281**

Project Title: 9653281-SANITARY SEWER SYSTEM EXTENSION

Project Desc: Extend sewer system lines

Project \$\$	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	10/2/2000	9/30/2010	18,435	3,883	12,259	14,493	13,016	185,831

Project Type: GOB-BBC

**CDPWeb Project Milestones (\$ IN 000'S)**

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	1,677	353	1,115	1,319	1,184	16,908
Construction	N/A	N/A	16,758	3,530	11,144	13,174	11,832	168,923

**CDPWeb Project Revenue (\$ IN 000'S)**

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Wastewater Renewal Fu	N/A	N/A	18,879	1,554	8,166	10,720	13,414	86,199
EPA Grant	N/A	N/A	0	500	1,000	1,500	0	3,000
Building Better Commu	N/A	N/A	5,854	1,010	2,310	1,749	2,467	96,632

EXIT

**Current Contracts for Project 9653281**

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$880,000.00	\$0.00	\$1,600,000.00
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$0.00	\$880,000.00	\$1,600,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$0.00	\$825,000.00	\$1,500,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$825,000.00	\$0.00	\$1,500,000.00
WS	<u>E05-WASD-14, GOB</u>	Miami Gardens Sanitary Sewage	\$1,100,000.00	\$0.00	\$1,000,000.00
WS	<u>E05-WASD-14, GOB</u>	Miami Gardens Sanitary Sewage	\$0.00	\$1,100,000.00	\$1,000,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the WAS	\$412,500.00	\$0.00	\$0.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$0.00	\$412,500.00	\$750,000.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$412,500.00	\$0.00	\$750,000.00
WS	<u>S-783</u>	Installation of 16-inch ductil	\$0.00	\$1,622,283.37	\$1,435,649.00
WS	<u>S-783</u>	Installation of 16-inch ductil	\$740,000.00	\$0.00	\$1,435,649.00

Total Allocated: \$4,370,000.00 \$4,839,783.37

**Current Sites for Project 9653281**

<u>Site</u>	<u>Location</u>
68515	Various Locations

**BUDGET PROJECT 9653311**

Project Title: 9653311-WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS

Project Desc: Install various water mains throughout the distribution system

Project \$\$	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	<u>10/1/2000</u>	<u>9/30/2011</u>	<u>45,903</u>	<u>12,064</u>	<u>16,798</u>	<u>16,659</u>	<u>16,899</u>	<u>203,157</u>

Project Type: GOB-BBC

**CDPWeb Project Milestones (\$ IN 000'S)**

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	4,177	1,098	1,528	1,516	1,538	18,486
Construction	N/A	N/A	41,726	10,966	15,270	15,143	15,361	184,671

**CDPWeb Project Revenue (\$ IN 000'S)**

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Water Renewal and Rep	N/A	N/A	45,004	5,905	3,947	6,937	6,937	88,989
EPA Grant	N/A	N/A	0	500	380	0	0	880
Building Better Commu	N/A	N/A	12,566	3,778	1,737	3,108	8,123	97,188

EXIT

**Current Contracts for Project 9653311**

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	<u>20040275</u>	Street Pavement Rehabilitation	\$555,000.00	\$0.00	\$995,495.49
WS	<u>20040275</u>	Street Pavement Rehabilitation	\$0.00	\$555,000.00	\$995,495.49
WS	<u>20040276</u>	Street Pavement Rehabilitation	\$0.00	\$555,000.00	\$995,495.50
WS	<u>20040276</u>	Street Pavement Rehabilitation	\$555,000.00	\$0.00	\$995,495.50
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$880,000.00	\$0.00	\$1,600,000.00
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$0.00	\$880,000.00	\$1,600,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$0.00	\$825,000.00	\$1,500,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$825,000.00	\$0.00	\$1,500,000.00
WS	<u>E05-WASD-15, GOB</u>	City of Miami Undersized Water	\$330,000.00	\$0.00	\$300,000.00
WS	<u>E05-WASD-15, GOB</u>	City of Miami Undersized Water	\$0.00	\$330,000.00	\$300,000.00
WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water	\$0.00	\$330,000.00	\$300,000.00
WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water	\$330,000.00	\$0.00	\$300,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the WAS	\$412,500.00	\$0.00	\$0.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$412,500.00	\$0.00	\$750,000.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$0.00	\$412,500.00	\$750,000.00
WS	<u>W-863</u>	Installation of 30-Inch Water	\$1,805,931.00	\$0.00	\$1,584,150.00
WS	<u>W-863</u>	Installation of 30-Inch Water	\$0.00	\$1,805,931.00	\$1,584,150.00
WS	<u>W-881</u>	Needs Assesment Program Projec	\$0.00	\$801,501.09	\$709,293.00
WS	<u>W-881</u>	Needs Assesment Program Projec	\$840,000.00	\$0.00	\$709,293.00

14

## Current Sites for Project 9653311

Site

68517

Location

Various Locations



**MIAMI DADE COUNTY**  
**A&E Firm History Report**  
From: N/A To: N/A

**FIRM NAME:** BCC ENGINEERING, INC.  
7300 N Kendall Dr, Suite 660  
Miami, FL 33156-0000

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
* E95-PW-06	3	PW	SET ASIDE WBE 100%	06/03/1997	\$500,000	\$411,932 03/31/2000	\$0		* NONE - \$0.00
					<u>\$500,000</u>				
E97-PW-01/610157	7	PW	SET ASIDE WBE 100%	09/15/1998	\$409,500	\$279,374 03/31/2000	\$0		* AYLWARD ENGINEERING & SURVEYING, INC. - \$6,968.00
					<u>\$409,500</u>				
* E98-PW-04Q-3	1	PW	SET ASIDE WBE 100%	06/06/2000	\$1,500,000	\$1,649,967	\$0		* NOVA CONSULTING, INC. - \$342,905.00
					<u>\$1,500,000</u>				
* E01-DERM-04 EP	34	DE	NO MEASURE	11/03/2001	\$500,000	\$130,756 12/31/2003	\$0		
					<u>\$500,000</u>				
* E01-DERM-05, E	5	DE	SET ASIDE CBE 100%	04/02/2002	\$2,000,000	\$969,920 08/10/2006	\$0		* CRA - CLARKE, INC. - \$9,817.50
					<u>\$2,000,000</u>				





**MIAMI DADE COUNTY**  
**A&E Firm History Report**  
From: N/A To: N/A

**FIRM NAME:** BCC ENGINEERING, INC.  
7300 N Kendall Dr, Suite 660  
Miami, FL 33156-0000

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E03-PW-08	1	PW	SET ASIDE CBE 100%	10/19/2004	\$178,061	\$43,881	\$0		* ROBAYNA AND ASSOCIATES, INC. - \$17,454.00 * SOUTHERN RESOURCE MAPPING OF MIAMI, INC. - \$12,152.00
					<u>\$178,061</u>				
E05-PW-11 PTP	1	PW	1ST TIER SETASIDE - CBE 100%	05/09/2006	\$266,124	\$82,918	\$0		
SW 136TH STREET FROM SW 149TH AVENUE TO SW 139TH COURT (SIC 871)					<u>\$266,124</u>				
E05-OC-02 C	2	CQ	SET ASIDE CBE 100%	06/14/2006	\$825,000	\$329,574	11/29/2006	\$0	
NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (FIVE (5) AGREEMENTS @ \$750,000.00 EACH) (SIC 871)					<u>\$825,000</u>				
E05-WASD-16, GOB	1	WS	SET ASIDE CBE 100%	11/02/2006	\$330,000	\$0	11/29/2006	\$0	* DELTA SURVEYORS, INC. - \$0.00 * GEOSOL, INC. - \$0.00 * MEDIA RELATIONS GROUP, LLC - \$0.00
CITY OF MIAMI UNDERSIZED WATER MAIN REPLACEMENT BETWEEN SW 18TH TO 25TH AVENUES AND SW 22ND TO 27TH STREETS (SIC 871)					<u>\$330,000</u>				

\* Indicates closed or expired contracts

Monday, June 18, 2007

Change Orders without dates are pending BCC approval

Page 2

Ver: 1



MIAMI DADE COUNTY  
A&E Firm History Report  
From: N/A To: N/A

FIRM NAME: BCC ENGINEERING, INC.  
7300 N Kendall Dr, Suite 660  
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
Total Award Amount					\$6,508,685				
Total Change Orders Approved by BCC					\$0				
Total Change Orders Approved After Requested Date Range					\$6,508,685				
Total Change Orders Pending					\$0				
					\$0				
					\$6,508,685				

18

Find Contracts With Search String ==&gt;

Status View

Exit

Projects

Goto Bottom



# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

All Contracts for FEIN 650540100

BCC Engineering, Inc.

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status</u>
7	PW	<u>20030189</u>	SW 62 Avenue from SW 70 Street	0	11/4/2007	\$178,061		0% / N/A
11	PW	<u>20040346</u>	SW 136 ST SW 149 AVE TO SW 139	0	6/11/2006	\$241,931		0% / N/A
0	DE	<u>E01-DERM-04, EP-33</u>	Consultants for Civil Engineer	Various	12/18/2003	\$500,000	<u>6/7/2005 2:42:00 PM</u>	100% / Complete
0	DE	<u>E01-DERM-05,E-5</u>	Consultants for Engineering Co	Countywide	4/10/2005	\$2,000,000	<u>6/8/2005 2:33:00 PM</u>	100% / Complete
30	CQ	<u>E05-OCI-02, C-2</u>	Consultant Services for Constr	Countywide	N/A	\$750,000		0% / N/A
5	WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water	Between SW 18th Avenue to SW 2	2/29/2012	\$300,000	<u>1/23/2007</u>	10% / On Schedule
30	WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	Various locations throughout M	N/A	\$750,000	<u>3/26/2007</u>	0% / On Schedule
Totals:					7	\$4,719,992		

\* Contracts with Green Name are PSA Agreements

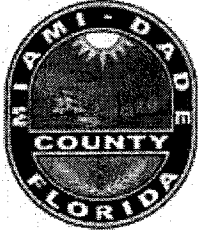
Status View

Exit

Projects

Goto Top

Exit



# Capital Improvements Information System

## Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
DE	<u>E01-DERM-05,E-5</u>	PSA	<u>BCC Engineering, Inc.</u>	12/14/2005	Susel Ferrer	Project conclusion or closeout	<u>2.6</u>
DE	<u>E01-DERM-04, EP-33</u>	PSA	<u>BCC Engineering, Inc.</u>	10/18/2006	Keith Ng	Project conclusion or closeout	<u>3.0</u>

Evaluation Count: 2 Contractors: 1 Average Evaluation: 2.8

Exit



**MIAMI-DADE COUNTY, FLORIDA**  
**Capital Improvements Information System**  
**Department of Environmental Resources Management**  
**Project Evaluation**  
Evaluation Type: Standard Evaluation

Contract: E01-DERM-05,E-5 Work Order No: 1 - \$745,527.57  
Contract Name: Consultants for Engineering Construction Management Services  
Award Amount: \$2,000,000.00 Contact: Keith Ng  
Contract Type: PSA 305-372-6482  
Contractor Consultant: BCC Engineering, Inc. FEIN: 650540100

Evaluator ID: ferres Date: 12/14/2005 Period: Project conclusion or closeout

	Rating *				N/A	Criteria
	4	3	2	1		
1-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawing plans, manuals, project documentation and conflict resolution.
7-	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards
8-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Commitment - Intangibles & contribution to project success.
10-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Personnel - Quality and dedication of project staff.
11-	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Management - Leadership ability.
12-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Quality - Work performed correctly the first time.

Overall Performance Average: 2.6

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Leo Salgueiro, Project Manager at phone# 305-372-6875

Evaluation Reviewed by: Supervisor ☒ Division Chief ☒ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☒ EMail ☐ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Hong Benitez

\* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information

12/14/2005 - Project conclusion or closeout ▼

Refresh

Print

Exit

Date Last Edited : 06/08/2007 -16:41:59



**MIAMI-DADE COUNTY, FLORIDA**  
**Capital Improvements Information System**  
**Department of Environmental Resources Management**  
**Project Evaluation**  
Evaluation Type: Standard Evaluation

Contract: E01-DERM-04, EP-33  
Contract Name: Consultants for Civil Engineering Consulting Services  
Award Amount: \$500,000.00  
Contract Type: PSA  
Contractor Consultant: BCC Engineering, Inc.

Work Order No: 1 - \$55,650.80

Contact: Keith Ng  
305-372-6482

FEIN: 650540100

Evaluator ID: ngk

Date: 10/18/2006

Period: Project conclusion or closeout

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawing plans, manuals, project documentation and conflict resolution.
7-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Commitment - Intangibles & contribution to project success.
10-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Personnel - Quality and dedication of project staff.
11-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Management - Leadership ability.
12-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Quality - Work performed correctly the first time.

Overall Performance Average: 3.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

at phone#

Evaluation Reviewed by: Supervisor ☐ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

22

Evaluation delivered to:

\* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information

10/18/2006 - Project conclusion or closeout ▼

Refresh

Print

Exit

Date Last Edited : 06/08/2007 -16:41:59



NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
BCC ENGINEERING, INC.

Agreement No. 07BCCE002

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BCC ENGINEERING, INC. a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with the Design of Upgrades for the Miami-Dade Water and Sewer Department's Water Distribution and Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains - hereinafter referred to as the "Project".

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Professional Services
3.	Engineer's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Subconsultants
15.	Prompt Payment to Small Business Subconsultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances
22.	Proprietary Information
23.	Affirmative Action Plan

24. Equal Opportunity
25. Office of the County Inspector General
26. Independent Private Sector Inspector General
27. Domestic Leave
28. Performance Evaluations
29. Ethics Commission
30. Assignment of Agreement
31. Entirety of Agreement
32. Modification
33. Governing Law
34. Security Restrictions
35. Sanctions for Contractual Violations
36. Severability

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed. No payment shall be made for the ENGINEER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement. No payment shall be made for the ENGINEER's time on services in connection with the preparation of any such proposal.

The Director of the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include engineering design, limited construction management and project coordination services for system upgrades to the water distribution and sewer force mains and gravity piping.

Task Order One (Exhibit B) – The consultant is to perform a water main installation along NE 3<sup>rd</sup> Avenue from NE 93<sup>rd</sup> Street to NE 87<sup>th</sup> Street. The project consists of approximately 2,500 linear feet of 8-inch Ductile Iron Water Main, which will include, but not limited to the following tasks:

1. Full Route Survey
2. Design Work
3. Limited Construction Support Services

The total compensation for Task Order One is \$74,641.58 and the work should be completed within 180 days once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the MDWASD Director or his designee. Additional task orders as authorized by the MDWASD Director will be forthcoming.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:

- A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
- C. Comply with the federal, state and local laws or ordinance applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
- H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
- I. Use computer and networking hardware, software and firmware standards as approved by the MIS Division of the Department. MIS staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of MIS. All systems

developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY and the COUNTY will receive the executable codes.

4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall

be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

- (1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices and 2.1 for all field employees excluding surveying. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
- (2) For personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work.
- (3) The ENGINEER shall be compensated at the flat rate of \$110.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

B. Lump Sum Fee The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.

C. Reimbursable Expenses The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

- (1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.
- (2) Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the

ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.

- (3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
- (4) Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.
- (5) The ENGINEER shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed seven hundred fifty thousand dollars (\$750,000). No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun a task authorization from the Department Director shall be given to the Engineer. The Engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055: The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

7. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.

- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Manuel Benitez, P.E. and Jose A. Munoz, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

9. SCHEDULE OF WORK: The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Mayor. The Director and the ENGINEER shall abide by the decisions of the County Mayor. The decision of the County Mayor shall be subject to review de novo by a court of competent jurisdiction.

11. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. All drawings shall be AutoCAD format in a version acceptable to the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director.

12. NOTICES: Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

13. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as subconsultants: Geosol, Inc; Westrop & Associates, Inc; Avino & Associates, Inc., and MRG Media Relations Group, LLC. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee after the Department of Business Development approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee and after the Department of Business Development approves the additional subconsultant(s). When applicable and upon receipt



of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 100% set-aside based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Utilization Report on or before the tenth working day following the preceding month.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY: The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.

17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly

authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT: If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE: Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

The ENGINEER shall pay all claims and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the ENGINEER's negligence, recklessness or intentionally wrongful conduct of the ENGINEER. The ENGINEER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 per claim.
- C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.
- D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or,

The companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38<sup>th</sup> Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies.

21. ORDINANCES: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:

- (1) A source of income statement;
- (2) A current certified financial statement;
- (3) A copy of the ENGINEER's Current Federal Income Tax Return.

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

- (1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
- (2) Ordinance No. 91-22, Certification Regarding Lobbying;
- (3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118; modified by Resolution Nos. 1499-91 and R-183-00
- (4) Ordinance No. 92-15, Drug-Free Workplace;
- (5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
- (6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
- (7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;

- (8) Ordinance No. 94-34, Criminal Record Affidavit;
- (9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
- (10) Ordinance No. 97-215, Inspector General (IG);
- (11) Ordinance No. 99-152, False Claims;
- (12) Ordinance No. 99-162, Payments to County are not in arrears;
- (13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
- (14) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
- (15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
- (16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
- (17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
- (18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
- (19) Resolution No. 185-00, Domestic Violence Leave
- (20) Administrative Order 3-39, Architectural and Engineering Selection Process

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

22. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

23. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Business Development (DBD). The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

24. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

THE ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida

Statutes 112.041, 112.042 and 112.0113; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this Agreement, the ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the ENGINEER shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The ENGINEER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of COUNTY Code Section 2-1076; in that the Office of the Miami-Dade County Inspection General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, agreement and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the ENGINEER from the IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

The ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition and performance of this agreement, for examination, audit, or reproduction, until 3 years after final payment under this agreement or for any longer period required by statute or by other clauses of this agreement. In addition:

- (1) If this agreement is completely or partially terminated, the ENGINEER shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The ENGINEER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within the budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY agreements throughout the duration of said agreements (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the ENGINEER under this Agreement will be assessed one quarter of the one percent (.0025) of the total amount of the payment, to be deducted from each progress payment as the same becomes due. The ENGINEER shall in stating its proposals be mindful of this assessment, which will not be separately identified, calculated or adjusted.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyist, COUNTY staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. The IG authorized to investigate any alleged violation by the ENGINEER of its Code of Business Ethics, pursuant of COUNTY Code Section 2-8.1.

The provisions in this section shall apply to the ENGINEER, its officers, agents and employees. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this Agreement.

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of ENGINEER, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. DOMESTIC LEAVE: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

28. PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

29. ETHICS COMMISSION: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

30. ASSIGNMENT OF AGREEMENT: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

31. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

32. MODIFICATION: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

33. GOVERNING LAW: This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

34. SECURITY RESTRICTIONS: Access to the COUNTY's sites are restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work at a restricted site, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

36. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN,  
CLERK OF THE BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_  
County Mayor

WITNESSETH:

BCC ENGINEERING, Inc.  
Firm Name (Place Corporate Seal)

[Signature]  
Signature

Susan Alfonso  
Printed Name

By: [Signature]  
~~President~~ Vice-President

Manuel Benitez  
Printed Name

[Signature]  
Signature

Annley Morrop  
Printed Name

Approved as to form  
and legal sufficiency.  
[Signature] 9/7/07  
Assistant County Attorney



EXHIBIT "A"  
AFFIDAVITS  
Agreement Number  
07BCCE002

I, Manuel Benitez, as the duly authorized representative of  
Affiant

BCC Engineering, Inc. being first duly sworn

state: \_\_\_\_\_  
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade  
County is: BCC Engineering, Inc.  
7300 North Kendall Drive, #660, Miami, FL 33156

Federal Employer Identification Number  
65-0540100

and does solemnly swear and certify to the following affidavits that are required and made a part of  
this agreement.

**1. FAMILY LEAVE PLAN**  
**ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County Code)**

The provision of Miami-Dade County Ordinance No. 91-142, Section 2, "FAMILY LEAVE", apply  
to every employer which meets either or both of the following conditions:

Has in the regular course of business more that fifty (50) employees working in Miami-Dade  
County for each working day during each of twenty (20) or more weeks in the current  
preceding calendar year;

Does business with Miami-Dade County and has at least fifty  
(50) employees for each working day during each of twenty (20)  
or more weeks in the current or preceding calendar year.

(Check the appropriate box)

☒ Does not meet either of the above listed conditions.

☐ Meets one or both of the above listed conditions;  
and it is familiar with and will abide by the requirements of  
Ordinance No. 91-142.

**2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE**  
**ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)**

1. If the contract or business transaction is with a Corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's check. If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are:

Jose Munoz, Manuel Benitez and Ariel Millan 30 %  
Daniel Raymat and Luis Rodriguez 5 %  
7300 North Kendall Ave, #660, Miami, FL 33156 %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

No

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.
5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.
6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

**3. ANNUAL DRUG-FREE WORKPLACE**  
**Ordinance No. 92-15(Sec. 2-8.1.2 of the County Code)**

A. The engineer certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall

- also inform the employee of:
- (a) the dangers of drug abuse in the workplace;
  - (b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug abuse violations
2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;
  3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;
  4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
  5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.  
The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

#### **4. DISABILITY NONDISCRIMINATION**

**Resolution No. 385-95**

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

## **5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129**

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

## **6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
  - 1) A predecessor or successor of a person convicted of a public entity crime:  
or
  - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state

or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

## **7. CRIMINAL RECORD ORDINANCE NO. 94-34**

The ENGINEER, as of the date of the execution of this Agreement:

☒ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

☐ has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

**8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES**  
**ORDINANCE NO. 95-178**

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

**9. DOMESTIC VIOLENCE LEAVE**

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

**10. PAYMENTS TO COUNTY ARE NOT IN ARREARS**  
**ORDINANCE NO. 99-162**

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

**11. CODE OF BUSINESS ETHICS AFFIDAVIT**  
**(ORDINANCE 01-96)**  
**[DADE COUNTY CODE SEC. 2-8.1(i)]**

The Engineer, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.

Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire eight page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

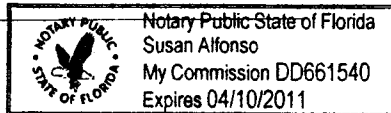
STATE OF FLORIDA       )  
                                      ) SS  
COUNTY OF DADE       )

Sworn to and subscribed before me at Miami-Dade County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2007, by Manuel Benitez on behalf of BCC Engineering, Inc.

☒ Who is personally know to me  
☐ Who produced identification:

Type of Identification: \_\_\_\_\_

[Signature]  
Signature of Notary Public  
State of Florida at Large



07 78  
Signature of Affidavit

Susan Alfonso  
Print, type or stamp name of notary public

\_\_\_\_\_  
Legal Name & Title

# **ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/27/07

**PRODUCER**

**Suncoast Insurance Associates**  
**P.O. Box 22668**  
**Tampa, FL 33622-2668**  
**813 289-5200**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

NAIC #

## INSURED

**BCC Engineering, Inc.**  
**7300 N Kendall Drive**  
**Suite 660**  
**Miami, FL 33156**

INSURER A: **XL Specialty Insurance Company**

**37885**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER Professional Liability	DPR9419689	07/29/06	07/29/07	\$1,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	

**Professional Liability** is written on a claims made and reported basis.

**RE: Project E06-WASD-16**

**Agreement No. 07BCCE002**

**CERTIFICATE HOLDER**

**Miami-Dade Water and Sewer  
Department  
Intergovernmental Affairs Manager  
3071 SW 38th Ave., Ste. 435  
Miami, FL 33146**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ~~INDEMNIFY~~ MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BY SIGNING THIS CHECK, I

\*\*\*\*\*

[illegible]

XXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE

Klip n. W. d. R.

48



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
06/27/2007

PRODUCER (305)822-7800 FAX (305)362-2443  
Collinsworth, Alter, Fowler, Dowling & French  
P. O. Box 9315  
Miami Lakes, FL 33014-9315  
Anna Ramirez aramirez@cafd.com 305-503-9120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED BCC Engineering, Inc.  
7300 N. Kendall Drive  
Suite 660  
Miami, FL 33156

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Hartford Casualty Ins. Co. A+ XV 29424  
INSURER B: Hartford Underwriters Ins. Co. A+ XV 30104  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	21SBMRQ3446	01/24/2007	01/24/2008	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		<b>AUTOMOBILE LIABILITY</b>	21SBMRQ3446	01/24/2007	01/24/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
	<input type="checkbox"/>	DEDUCTIBLE					\$
	<input type="checkbox"/>	RETENTION \$					\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	21WECEU2586	01/24/2007	01/24/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Project E06-WASD-16; Agreement No.: 07BCCE002

The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

**CERTIFICATE HOLDER**

Miami-Dade Water and Sewer Department  
Intergovernmental Affairs Manager  
3071 SW 38th Avenue  
Suite 435  
Miami, FL 33146

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/ANGIE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

**BCC ENGINEERING, INC.**

Check appropriate box: ☐ Individual/  
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

**7300 North Kendall Drive, Suite 660**

Requester's name and address (optional)

City, state, and ZIP code

**Miami, FL 33156**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**6 5 0 5 4 0 1 0 0**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**6/28/07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SZ

# BCC ENGINEERING, INC.

## CURRENT WORKFORCE BREAKDOWN (By race, national origin, and gender)

NAME	RACE	NATIONAL ORIGIN	GENDER
Acosta, Mario	Hispanic	Cuba	Male
Alfonso, Susan	Hispanic	US	Female
Aquino, Christian	Hispanic	US	Male
Barrios, Gloria Lourdes	Hispanic	Cuba	Female
Benitez, Manuel	Hispanic	US	Male
Cruz, Dayami	Hispanic	Cuba	Female
Escobio, Faustino	Hispanic	Cuba	Male
Hadrous, Abdulkadir (Abid)	White	Lebanon	Male
Han, Sung-Ryong	Asian	South Korea	Male
Jorges, Anthony	Hispanic	US	Male
Lopez, Alena	Hispanic	Cuba	Female
Martinez, Solange	Hispanic	Dominican Republic	Female
Martinez, Sonia	Hispanic	US	Female
Millan, Ariel	Hispanic	Cuba	Male
Miller, Daniel	White	US	Male
Miranda, Marcos	Hispanic	US	Male
Mossop, Ashley	Hispanic	US	Female
Muñoz, Jose	Hispanic	US	Male
Nuñez, Armando	Hispanic	Cuba	Male
Nuñez, Elia	Hispanic	US	Female
Pelegrin, Pedro	Hispanic	Cuba	Male
Piwko, Janet	Hispanic	Cuba	Female
Planas, Ivonne	Hispanic	Cuba	Female
Quintana, Dacha	Hispanic	Cuba	Female
Raymat, Daniel	Hispanic	US	Male
Rodriguez, Luis	Hispanic	US	Male
Rodriguez, Armando	Hispanic	Cuba	Male
Rodriguez, Rodolfo	Hispanic	Cuba	Male

# BCC ENGINEERING, INC.

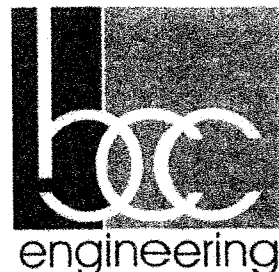
## CURRENT WORKFORCE BREAKDOWN CERTIFICATION OF WAGE RATES

NAME	HOURLY WAGE	OVERTIME WAGE
Acosta, Mario	\$19.23	\$19.23
Alfonso, Susan	\$28.85	\$28.85
Aquino, Christian	\$15.00	\$22.50
Barrios, Gloria Lourdes	\$16.50	\$24.75
Benitez, Manuel	\$55.00	Exempt
Cruz, Dayami	\$11.00	\$16.50
Escobio, Faustino	\$19.00	\$28.50
Hadrous, Abdulkadir (Abid)	\$60.09	\$60.09
Han, Sung-Ryong	\$57.70	\$57.70
Jorges, Anthony	\$26.44	\$26.44
Lopez, Alena	\$23.00	\$23.00
Martinez, Solange	\$19.00	\$28.50
Martinez, Sonia	\$28.85	\$28.85
Millan, Ariel	\$55.00	Exempt
Miller, Daniel	\$25.00	\$25.00
Miranda, Marcos	\$21.00	\$31.50
Mossop, Ashley	\$13.00	\$19.50
Muñoz, Jose	\$55.00	Exempt
Núñez, Armando	\$23.00	\$23.00
Núñez, Elia	\$36.05	\$36.05
Pelegrin, Pedro	\$11.00	\$16.50
Piwko, Janet	\$17.00	\$25.50
Planas, Ivonne	\$27.90	\$27.90
Quintana, Dacha	\$33.65	\$33.65
Raymat, Daniel	\$41.00	\$41.00
Rodriguez, Armando	\$36.10	\$36.10
Rodriguez, Luis	\$41.00	\$41.00
Rodriguez, Rodolfo	\$33.66	\$33.66

*BCC Engineering offers health insurance to all it's employees.*

*BCC Engineering contributes 75% of the employee's premium.*

## EXIHIBIT B



June 13, 2007

Ms. Amelia M. Cordova-Jimenez  
A&E Consultant Selection Coordinator  
Office of Capital Improvements  
111 NW 1<sup>st</sup> Street - Suite 2130  
Miami, Florida 33128

**RE: Miami- Dade Water and Sewer Department**  
**Project: E06-WASD-16**  
Scope of Services and Fee Estimate

Dear Amelia:

Enclosed for your approval is the scope of work and fee estimate for final design services on the above referenced project based on our negotiations with the committee. The total of \$74,641.58 represents our total negotiated fee for this project. If you have any questions or need additional information, please do not hesitate to call me.

Very truly yours,  
**BCC Engineering, Inc.**

A handwritten signature in black ink, appearing to read 'Jose A. Muñoz'.

Jose A. Muñoz, P.E.  
Project Manager

cc: Manuel Benitez, BCC  
File

55

**MIAMI-DADE WATER AND SEWER DEPARTMENT  
DRAFT – DESIGN SCOPE OF WORK  
(E06-WASD-16)**

**Section 1 – Introduction**

The Miami-Dade Water and Sewer Department (MDWASD) is requesting a labor hour and fee estimate to complete Tasks 1, 2, and 3 as specified in this document. The MDWASD assigned Task 1, Task 2, and Task 3 to the following Design Consultant (DC) **BCC Engineering.**

**Section 2 – Project Description**

**Project Area:**

The MDWASD has proposed a water main installation project along the following roads:

- **NE 3<sup>RD</sup> Avenue from NE 93<sup>rd</sup> Street to NE 87 Street.**

The project consists of approximately 2,500 linear feet of 8-inch DI Water Main. (See Figure 1 for location and site details).

**Background:**

The project area is residential and currently either lacks water main service, or is served by undersized mains that have been in existence for the last 60 years. The MDWASD has proposed the installation of approximately 2,500 linear feet of 8-inch water mains. The project also includes the installation of fire hydrants, consistent with County requirements and standards. These system upgrades will improve the water pressure and fire protection capabilities in the residential area.

**Section 3 – Procurement Method for Construction**

The project will be constructed by Miami-Dade standard procurement methods.

**Section 4 – Preliminary Project Schedule**

The preliminary project schedule should be provided (see attached sample). The project deliverables and milestones will be enforced in an effort to meet the MDWASD deadlines. No scheduling delays will be tolerated.

**Section 5 – Scope of Work and Deliverables**

The following deliverables are needed to complete the design of the above mentioned water main replacements:

56



### **Task 1. Full Route Survey**

The Full Route Survey shall meet the MDWASD survey standards for as-built submittals (see Attachment A) and include, but not be limited to a hard copy and an electronic copy containing at least the following information:

- Aboveground information (pavement, sidewalks, gutters, street lighting, power poles, driveway material, etc.)
- Existing Underground Utilities within the Right of Way and Easements (Inverts, Catch Basins, Manholes, Sizes, Phone, Gas, Cable TV, Electricity, etc.)
- Existing Ground Utilities within the Right of Way and Easements (Valves, Meter Boxes, Lids, Rim Elevations, Fire hydrants, Overhead Cables, etc.)
- Hard Copy and Electronic Copy (Four [4] certified copies)

### **Task 2. Design Work**

The design of this project is to take into account future system expansion or improvements, utility relocations, roadway improvements and resurfacing, fire protection standards, and other MDWASD water main replacement criteria and standards.

#### **Task 2.1 30% Design Submittal**

For the development of this sub-task, the following is the responsibility of the Consultant:

- Attend Kick-off Meeting and Prepare Draft Meeting Minutes
- Analyses of Alternatives with Calculations and Related Costs (*Location and size of lines provided by County; therefore, this item is not required*)
- Utility Survey
- Site Review Narrative (2-page general description of project)
- Implement Public Involvement Plan as per County's Ordinance (*DC will attend one public meeting to provide technical assistance. The County will organize, arrange and coordinate the meeting, send the notification, and provide the facilities.*)
- Field Observations and Conversations/Interviews (*One site visit is included*)
- Field Visit to Project Site Accompanied by MDWASD Water Distribution Division Representative (*One site visit is included*)
- Site Photographs
- Right-of-Way Designation / Easement Identification (*This task is not required*)
- Coordination with Recent and Future Projects to Avoid Conflicts and Repetitious Construction e.g. CICC, DERM, MDPW, MDWASD, FDOT, etc. (*DC will send one request for information per agency and will follow up with the designated contact person. The information received before the 30% submission will be included. The information received after the submission will be included on the next submittal.*)

- Identification of Municipal Jurisdictions and Special Requirements (*provided by the County*)
- Identification of Pavement Repair or Pavement Reconstruction Requirements and Proposed Pavement Resurfacing Limits
- Clearly Identify Utility Conflicts and Document Information on Utility Survey Status Sheet with corresponding Back-up Information (See Attachment C); To be Provided with DC's Monthly Invoice
- Permitting Requirements with Particular Attention to FDOT (*FDOT Permitting not required*)
- Geotechnical Report if Required and in Compliance with MDWASD Standards and Specifications (*Soil Borings will be provided with the quantity as listed in the negotiated fees*)
- MOT Requirements with Particular Attention to FDOT (*No FDOT required*)
- Proposed Horizontal Alignment (Plan View)
- Location of Existing and Proposed Sewer Laterals and/or Water Services (on Plan View)
- Location of Tie-Ins to Existing System (on Plan View)
- Location of Other Connections into the Proposed System (on Plan View)
- Verify if Located within Community Workforce Program Area or School Zones (*Information provided by the County*)
- Design Schedule Update
- Preliminary Construction Cost Estimate
- Attend Submittal Review Meeting and Prepare Meeting Minutes
- Submit Proposed Horizontal Alignment to *City of Miami Public Works* for Dry-Run Approval (if necessary)
- Survey
- Provide Eight (8) sets of hard copies 30% Plans, and one (1) electronic copy

#### **Task 2.2     60% Design Submittal**

The 60% submittal will include, but is not limited to, the following information:

- Include Comments from 30% Submittal
- Selected Design Alternative from Approved Public Works Dry-Run (*The Alternative has been provided by the County*)
- Show Profile Elevation of the Top of Pipe and Finish Grade every 100 feet
- Show Existing and Proposed Valve Types and Locations
- Identify Air Release Valves, Tapping Sleeve and Valves, Flushing Valves, etc.
- Horizontal and Vertical Alignments (Baseline and Stations to be done per MDWASD Standards at 100 foot intervals)

58

- Show Center Line of Survey, Utilities, Right of Ways, Property Lines and Easements on Drawings
- Traffic Control and/or MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements (*FDOT not required*)
- Cover Sheet, Table of Contents, Standard Details, Project Location, Legend Symbols, Plan and Profiles, etc.
- Detail the Permitting Requirements. (*listed in a memo format*)
- Design Schedule Update, including schedule for permit applications and estimated time for approvals
- Detailed Construction Cost Update
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes
- Provide Eight (8) sets of hard copies 60% Plans, plus one (1) electronic copy

### **Task 2.3 90% Design Submittal**

The 90% submittal will include, but is not limited to, the following information:

- Include Comments from 60% Submittal Review
- Revised and/or Final Alignment (Horizontal and Vertical Drawings)
- Final MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements and Traffic Control; Prepared by Appropriately Certified Staff (*FDOT not required*)
- Cover Sheet, Table of Contents, Standard Details, Symbols, Plan and Profiles, etc.
- Design Schedule Update
- Construction Schedule (Estimate to be provided for CICC)
- Completed Permit Applications for Review (Permit Dry Run Submittal)
- Attend (one) Submittal Review Meeting
- Engineer's Construction Cost Estimate, based on bid items in the standardized Proposal (the County to supply the format and previous bid prices)
- List of Materials and corresponding cost estimates
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Provide Eight (8) sets of hard copies 90% Plans, plus one (1) electronic copy

### **Task 2.5 Permit Package**

The DC will prepare the Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittal) has been reviewed and approved. The checks for

59

the permit fees from the different agencies are provided as described below. The DC will submit the Permit Packages and checks to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include eight (8) copies and the following information:

- Revised 90% Drawings and Specifications Signed and Sealed by the DC
- Traffic Control or MOT should Appear in the Drawings
- Or Traffic control or MOT separate from set of drawings and in 11" X 17"
- Required Support Information to Support Permit Request
- Completed Permit Applications for Each Agency Signed and Sealed by the DC
- Tracking Sheet with Indication of Dates of Submittal of Each Application and Approval or Comments from the Corresponding Agency
- Incorporate Revisions Requested by the Permitting Agencies

#### **Task 2.6 100% Design Submittal (Final)**

The 100% Submittal will include the following items:

- Include Comments from 90% Submittal Review and Permitting Agencies-Final Drawings-eight (8) copies
- All permits approved by required agencies
- Final Construction Schedule (If revised, to be re-submitted to CICC)
- Final Construction Cost Estimate
- Bid Package containing:
  - Mylar paper 100% Construction Drawings
  - Approved 100% Construction Drawings (Four [4] copies)
  - Master Specifications Book (Original not bounded)
  - Master Specifications Book (four copies, bounded)
  - CD with 100% Construction Drawings
  - CD with Master Specifications Book.

#### **Task 2.7 Permit Fees**

The Design Consultant will be responsible for all Permit Fees. This task shall be budgeted according to the estimated permit direct cost for every agency as an ODC. The Permit Fees in this task will be charged against this budget item and reimbursed to the DC with the presentations of corresponding receipts only for the actual cost of permits. Although there could be some funds left in this sub-task at the end of the project, the DC will not be allowed to bill for the remaining portion.

60

### **Task 3      Limited Construction Support Services**

The Limited Construction Support Services will include the following items:

- Attend (one) Pre-Bid Meeting
- Attend (one) Pre-Construction Meeting
- Respond to reasonable Request for Information (RFI)
- Review Shop Drawings
- Plan Revisions During Construction (if required)
- Review and approval to change order requests (if requested)

### **Section 6 – Design Proposal Assumptions**

The estimates for this Proposal shall include the following:

- Prepare and deliver "monthly status reports" to MDWASD as back up for the Monthly Invoice (See Attachment B)
- Prepare and deliver "Utility Survey Status Sheet" to MDWASD as back up for the Monthly Invoice (See Attachment C)
- A copy of all project related correspondence sent or received by the DC shall be sent to the MDWASD Project Manager
- Implementation of an internal Quality Assurance/Quality Control (QA/QC) process to ensure proper design and adherence to MDWASD and all applicable standards (The DC shall submit with this proposal the time that he plans to use in every Task to be in compliance with the project)
- Application of MDWASD's latest standard form, construction contract, standard design details, and design criteria and policies for use in completing the Construction Package (Latest standards supplied by MDWASD)
- The use of Surveying Consultant for surveying services by providing them with a surveying scope of work and their fee in the proposal; Survey must follow MDWASD Site Survey Requirements (See Attachment A)
- DC will request as-built record plans from MDWASD or other utilities as necessary

### **Section 7 – Proposed Design Schedule**

The DC shall provide with this proposal a detailed project design schedule for this project. The start date to coincide with the written Notice to Proceed (NTP) for design. The Review periods by MDWASD for each submittal not to exceed 15 calendar days shall be included in the project design schedule. Any deviations in schedule shall be explained by the DC.

61

**Section 8 – Proposed Project Cost**

The DC must submit a detailed breakdown in the proposal for the engineering fees by **TASK** (See *Attachment D*). The DC must submit a detailed breakdown of Task 3 - Limited Construction Support Services (See *Attachment E*). A separate proposal should be included for surveying with breakdown description of activities and the associated fee (See *Attachment F*).

62





ATTACHMENT D  
WORK EFFORT AND FEE ESTIMATE FOR ENGINEERING SERVICES

PROJECT: E06-WASD-16

CLIENT: Miami-Dade Water and Sewer Department

ESTIMATOR: Jose A. Munoz, P.E.

PROJECT LENGTH: 2500 Linear Feet

Position	Name & Company	Multiplier	Hourly Rate	Hour Distribution	Task Breakdown						Total Hours	Raw Costs	Multiplied Costs	
					Task 2.1 BOR & 30% Design Plans	Task 2.2 60% Design Plans	Task 2.3 90% Design Plans	Task 2.4 Contract and Bid Documents	Task 2.5 Permit Package	Task 2.6 100% Design Plans				Task 3 Limited Construction Services
					235	135	80	0	45	20	24			
Principal	Manuel Benitez, P.E. (BCC)	1.00	\$ 110.00	3.0%	7	4	2	0	1	1	1	16	\$ 1,760.00	\$ 1,760.00
Project Manager	Jose Munoz, P.E. (BCC)	2.85	\$ 55.00	12.0%	28	16	10	0	5	2	3	65	\$ 3,575.00	\$ 10,188.75
Project Engineer	Luis Rodriguez, P.E. (BCC)	2.85	\$ 42.00	25.0%	59	34	20	0	11	5	6	135	\$ 5,670.00	\$ 16,159.50
Engineer	Ivonne Planas, E.I. (BCC)	2.85	\$ 32.00	25.0%	59	34	20	0	11	5	6	135	\$ 4,320.00	\$ 12,312.00
Engineer Technician	Armando Nunez (BCC)	2.85	\$ 23.00	25.0%	59	34	20	0	11	5	6	135	\$ 3,105.00	\$ 8,849.25
Clerk	Susan Alfonso (BCC)	2.85	\$ 18.00	10.0%	23	13	8	0	6	2	2	53	\$ 954.00	\$ 2,718.90
Total Task Costs:					\$ 22,649.45	\$ 13,014.20	\$ 7,726.90	\$ -	\$ 4,242.50	\$ 1,908.35	\$ 2,341.55	539	\$ 19,384.00	\$ 51,988.40

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Production and Shipping Costs	1	Estimate Reproduction and Shipping Expenses at 1.5% of Labor Costs (= 0.015 * (\$101,222.00 + \$6,000.00 + 10,440.60))	\$1,026.44
Air Travel		Coach class - from to	
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	
Car Rental (by days)		\$35.00/day	
Gas (for rental cars only)		\$1.25/gallon	
Food		\$3.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	
Breakfast		\$6.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Lunch		\$12.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	
Dinner		\$0.29/mile (for use of personal vehicle)	
Mileage			
Subtotal Direct Expense			\$1,026.44
Total Labor and Direct Expenses = \$			69,455.44
IG of 25% (if applicable) = \$			173.64
Labor, Direct Expense and I.G. \$			\$3,188.48

Notes 1: For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Applicable Permit Fees (HRS, Fire, etc)			\$5,000.00
Subtotal of Permit Fees			\$5,000.00
IG of 25% (if applicable) = \$			12.50
Reimbursable Expense & I.G.			\$5,012.50

Notes 2: For invoices where Permit Fees are billed, receipts must be submitted.

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G.		\$58,200.98
Subconsultants		
Public Involvement		\$0.00
Geotechnical Services (Lump Sum)		\$6,000.00
Route Survey (Lump Sum)		\$10,440.60
Avino		

\*\* Costs for Public Involvement to be billed as Reimbursable Expense

Total Project \$74,641.58

64



**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

**TASK 2: Design Work**

**SUBTASK: 2.1 - BODR & 30% Plans**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Kick Off Meeting	LS	1	4		4	0	
2 Field Review	LS	2	6		12	0	
3 Prepare Narrative and Observations	LS	1	0		0		
4 Permit Identification Matrix	LS	1	11		11		
5 Develop Initial Horizontal Alignment	LS	1	16		16		
6 Initial Utility Contacts	LS	8	1		8		
7 Prepare BODR	LS	1	0		0		No BODR
8					0		
9 30% Design Meeting	LS	1	6		6		
10 Identify Utility Conflicts and Coordination	LS	5	4		20		
11 Prepare Base Maps	LS	1	24		24		
12 Prepare 30% Plans	LS	1	80		80		
13 Prepare Preliminary MOT Plans	LS	1	0		0		MOT @ 60%
14 Design Schedule Update	LS	1	8		8		
15 Preliminary Construction Cost Estimate	LS	1	16		16		
16 Initial Miami Shores Dry-Run	LS	1	8		8		
17	LS				0		
18 Public Involvement Coordination					0		
19							
<b>SUBTOTAL</b>					<b>213</b>	<b>0</b>	
18 Quality Control	5%				11		
19 Supervision	5%				11		
<b>TOTAL</b>				<b>0</b>	<b>235</b>	<b>0</b>	

**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

**TASK 2: Design Work**

**SUBTASK: 2.2 - 60% Design Submittal**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 60 % Design Meeting	LS	1	6		6	0	
2 Prepare 60 % Plans	LS	1	90		90	0	
3 Prepare 60 % MOT Plans	LS	1	16		16		
4 Update Construction Cost	LS	1	8		8		
5 Update Project Schedule	LS	1	3		3		
6	LS				0		
7	LS				0		
8	LS				0		
9	LS				0		
10	LS				0		
<b>SUBTOTAL</b>					<b>123</b>	<b>0</b>	
11 Quality Control	5%				6		
12 Supervision	5%				6		
<b>TOTAL</b>				<b>0</b>	<b>135</b>	<b>0</b>	

**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

**TASK 2: Design Work**

**SUBTASK: 2.3 - 90% Design Submittal**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 90 % Design Meeting	LS	1	4		4	0	
2 Prepare 90 % Plans	LS	1	40		40	0	
3 Prepare 90 % MOT Plans	LS	1	12		12		
4 Update Construction Cost	LS	1	12		12		
5 Update Project Schedule	LS	1	4		4		
6	LS				0		
7	LS				0		
8	LS				0		
9	LS				0		
10	LS				0		
<b>SUBTOTAL</b>					<b>72</b>	<b>0</b>	
11 Quality Control	5%				4		
12 Supervision	5%				4		
13 Field Reviews	EA				0		
14 Progress/Coordination Meetings	EA				0		
<b>TOTAL</b>				<b>0</b>	<b>80</b>	<b>0</b>	

**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

**TASK 2: Design Work**

**SUBTASK: 2.4 - Contract & Bid Documents**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Contract & Bid Documents	LS				0	0	Deleted
2	LS				0	0	
3	LS				0		
4	LS				0		
5	LS				0		
6	LS				0		
7	LS				0		
8	LS				0		
9	LS				0		
10	LS				0		
<b>SUBTOTAL</b>					0	0	
11 Quality Control	5%				0		
12 Supervision	5%				0		
<b>TOTAL</b>				0	0	0	

**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

**TASK 2: Design Work**

**SUBTASK: 2.5 - Permit Package**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 WASD Permit Application Package	LS	1	14		14	0	
2 Town of El Portal Public Works Permit Application Pkg	LS	1	14		14	0	
3 DERM - Permit Application Pkg	LS	1	13		13		
4	LS				0		
5	LS				0		
6	LS				0		
7	LS				0		
8	LS				0		
9	LS				0		
10	LS				0		
<b>SUBTOTAL</b>					41	0	
11 Quality Control	5%				2		
12 Supervision	5%				2		
<b>TOTAL</b>				0	45	0	

5

**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

**TASK 2: Design Work**

**SUBTASK: 2.6 - 100% Design Submittal**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Prepare Final 100% Plans	LS	1	18		18	0	
2	LS				0	0	
3	LS				0		
4	LS				0		
5	LS				0		
6	LS				0		
7	LS				0		
8	LS				0		
9	LS				0		
10	LS				0		
<b>SUBTOTAL</b>					<b>18</b>	<b>0</b>	
11 Quality Control	5%				1		
12 Supervision	5%				1		
13 Field Reviews	EA				0		
14 Progress/Coordination Meetings	EA				0		
<b>TOTAL</b>				<b>0</b>	<b>20</b>	<b>0</b>	

**TASK WORK BREAKDOWN**  
**PROJECT No.: E06-WASD-16**

TASK 3: Limited Construction Services

SUBTASK: N/A

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS. PER UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Pre-Bid Meeting	LS	0	0		0	0	Deleted
2 Pre-Construction Meeting	LS	0	0		0	0	Deleted
3 RFI Responses	LS	11	2		22		
4 Shop Drawing Reviews	LS	0	0		0		Deleted
5 Plan Revisions	LS	0	0		0		Deleted
6 Change Order Requests	LS	0	0		0		Deleted
7	LS				0		
8	LS				0		
9	LS				0		
10	LS				0		
<b>SUBTOTAL</b>					22	0	
11 Quality Control	5%				1		
12 Supervision	5%				1		
13 Field Reviews	EA				0		
14 Progress/Coordination Meetings	EA				0		
<b>TOTAL</b>				<b>0</b>	<b>24</b>	<b>0</b>	

**Design Survey  
Avino & Associates, Inc.**





**Geotechnical Studies  
Geosol, Inc.**

June 6, 2007

BCC Engineering, Inc.  
7300 N. Kendall Drive, Suite 660  
Miami, Florida 33156

Attention: Mr. Jose Muñoz, P.E.

Re: Technical and Fee Proposal for Geotechnical Services  
Proposed Water Main Replacement Project  
OCI Project # E06-WASD-16 GOB (Task Work Order No. 1)  
Along NW 3<sup>rd</sup> Avenue From NW 93<sup>rd</sup> Street To NW 87<sup>th</sup> Street  
Proposal No. P-207162

Dear Mr. Muñoz:

In accordance with your request on June 4, 2007, Geosol, Inc. (GEOSOL) is pleased to submit the enclosed technical and fee proposals to provide geotechnical services for the above-referenced project. The attached technical proposal briefly discusses our understanding of the project based on the information provided by BCC Engineering, Inc. (BCC) on June 4, 2007. We understand that Miami-Dade County Water and Sewer Department (MDWASD) is planning to design and prepare construction documents for the installation of about 2,500 lineal feet of 8-inch diameter water main at the above-referenced site. The project areas are primarily residential and either lack water main service or are served by undersized and aged water mains. The proposed water main upgrades will provide improved water service and fire flow protection to the area. The depth of the pipes has not been established yet but will be at approximate depths of 48 inches below the ground surface. The installation method for these water pipes has not been determined at this point. The pipe diameter will be eight (8) inches. Attached is our fee proposal for geotechnical services for the subject project.

The scope of our work for the project, as requested, will include the performance of soil borings, laboratory testing, data evaluation, engineering analysis, construction suggestions and considerations. The findings will be presented in our Geotechnical Report for the project.

The following table presents a breakdown of the site geotechnical requirements, including length of water main planned. The soil borings will be performed at a frequency of one (1) boring per every 500 feet of water main length. The borings will extend to a depth of 10 feet below the existing ground surface.



5795-A N.W. 151<sup>st</sup> Street  
Miami Lakes, FL 33014  
Phone (305) 828-4367; Fax (305) 828-4235  
E-mail: geosolusa@bellsouth.net

75

Technical and Fee Proposal for  
NW 3<sup>rd</sup> Avenue 8-Inch Diameter Water Main Installation  
OCI Project # E06-WASD-16, GOB  
Proposal No. P-207162

2

**TABLE 1 - SUMMARY OF PROJECT INFORMATION**

SECTION No.	WATER PIPE LENGTH (FEET)	NUMBER OF BORINGS	BORING DEPTH (FEET)	SITE LOCATION
1	2,500	6	10	Along NW 3 <sup>rd</sup> Avenue From NW 93 <sup>rd</sup> Street To NW 87 <sup>th</sup> Street

Based upon our general knowledge of the subsurface conditions to be encountered and an interpretation of your requirements, we are willing to provide the services described earlier in this proposal for a lump sum amount of **\$8,334.00**. A detailed breakdown of the fee is presented on Attachment 1. **The unit rates shown on the detailed fee breakdown are in accordance with the unit rates established with Miami-Dade County Public Works Department (Contract No. E06-PW-02).** If you require and authorize additional geotechnical work for the study, that work would be performed and billed at the unit rates shown on the enclosed fee proposal. Payment is to be made within 30 days from the invoice date.



76

Technical and Fee Proposal for  
NW 3<sup>rd</sup> Avenue 8-Inch Diameter Water Main Installation  
OCI Project # E06-WASD-16, GOB  
Proposal No. P-207162

3

GEOSOL appreciates your consideration of our firm to undertake this project. If the proposal is satisfactory, kindly indicate so by signing and returning the Acceptance Copy required. Should the proposal require any clarification or amplification, please contact us.

Sincerely,

GEOSOL, INC.



Oracio Riccobono, P.E.  
Senior Geotechnical Engineer

OR/rv

cc: Addressee (1)  
File (1)

Attachments: Attachment 1 -Fee Proposal

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

BY: \_\_\_\_\_

PLEASE PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



77

# GEOSOL, INC.

## FEE PROPOSAL FOR PERFORMANCE OF GEOTECHNICAL SERVICES

Proposed 8-Inch Diameter Water Main Installation

Along NW 3rd Avenue

Between NW 93rd and NW 87th Streets

MIAMI-DADE COUNTY, FLORIDA

GEOSOL PROPOSAL No. P-207162-R1 (UNIT RATES PER CONTRACT E06-PW-02)

<u>Item/Unit Description</u>	<u>Units</u>	<u># of Units</u>	<u>Unit Rate (\$)</u>	<u>TOTAL (\$)</u>
<b>Field Work</b>				
A. Mobilization of Truck-Mounted Drill Rig	<u>each</u>	1	\$350.00	\$350.00
B. Boring Layout, Utility Clearance (Eng. Tech.) (1.5 hours per location)	<u>hour</u>	9	\$63.00	\$567.00
C. Soil Testing - Boring Standard Penetration - ASTM D-1586 (6 Locations to 10 ft. Deep)	<u>feet</u>	60	\$20.00	\$1,200.00
D. Closing of Holes with Grout	<u>feet</u>	60	\$8.00	\$480.00
E. Traffic Control (Barricades, Cones, Arrow Board & Set up)				
Cones & Barricades	<u>day</u>	1	\$182.00	\$182.00
Arrow Board	<u>day</u>	0	\$150.00	\$0.00
MOT Set up and Pick up (Eng. Tech.)	<u>hours</u>	6	\$63.00	\$378.00
Permit for Field Exploration	<u>boring</u>	6	\$50.00	\$300.00
Roadway Closure Permit (Eng. Tech.)	<u>hour</u>	4	\$63.00	\$252.00
Subtotal (Field Work)				\$3,727.00
<b>Laboratory</b>				
Soil Classification per ASTM D-3282 & D-2487 (AASHTO)	<u>each</u>	6	\$96.00	\$576.00
Subtotal (Laboratory)				\$576.00
<b>Engineering (REPORT PREPARATION)</b>				
A. Senior Engineer	<u>hours</u>	2	\$160.00	\$320.00
B. Professional Engineer	<u>hours</u>	6	\$120.00	\$720.00
C. Staff Engineer	<u>hours</u>	2	\$85.00	\$170.00
D. AutoCad Draft Person	<u>hours</u>	4	\$70.00	\$280.00
E. Clerical/Administrative	<u>hours</u>	5	\$45.00	\$225.00
Subtotal (Engineering)				\$1,715.00
<b>GRAND TOTAL</b>				<b><u>\$6,000.00</u></b>

Technical and Fee Proposal for  
NW 3<sup>rd</sup> Avenue 8-Inch Diameter Water Main Installation  
OCI Project # E06-WASD-16, GOB  
Proposal No. P-207162

4

## **ATTACHMENT 1**

## **FEE PROPOSAL**



79